

**ASSIGNMENT**

**WHEREAS I**, Robert Jason Herr, hereinafter called the "ASSIGNOR", is inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled **BICYCLIC DERIVATIVES AS PPAR MODULATORS** containing one hundred and eighty-eight (188) pages and zero (0) drawings, and which:

☐ is being filed:

☒ was filed:

☐ in the United States Patent and Trademark Office

☐ in the United Kingdom Patent Office

☐ in the European Patent Office

☐ in the Spanish Patent Office as a European Application

☐ as an international application under the Patent Cooperation Treaty ("PCT"), with:

☒ United States Patent and Trademark Office acting as Receiving Office, or

☐ International Bureau acting as Receiving Office;

☐

on December 16, 2004 and accorded serial number PCT/US04/39773;

and

**WHEREAS, ALBANY MOLECULAR RESEARCH, INC.**, a corporation organized and existing under the laws of the State of New York, having a place of business at 21 Corporate Circle, PO Box 15098, Albany, New York 12212-5098, hereinafter called the "Assignee," is desirous of acquiring the entire right, title and interest in and to said invention, the application above identified, and in, to and under any Letters Patent which may be obtained to said invention, as hereinafter more fully set forth;

**NOW, THEREFORE**, in consideration of our employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR hereby assigns to the Assignee, its successors and assigns (collectively "ASSIGNEE") their entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by the ASSIGNEE for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by the ASSIGNORS had this Assignment and sale to ASSIGNEE not been made.

For myself and for my heirs, successors and legal representatives, the ASSIGNOR covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, the ASSIGNOR covenants and agrees with ASSIGNEE that upon request the ASSIGNOR will, without further consideration, but at the expense of the ASSIGNEE: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to ASSIGNEE any facts known to the ASSIGNOR or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for ASSIGNEE, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to ASSIGNEE or its nominees, in the United States and in all other countries where ASSIGNEE may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for ASSIGNEE and to vest and confirm in ASSIGNEE or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

8 Feb 2005  
Date

Robert Jason Herr  
Robert Jason Herr  
248 New Salem South  
Voorheesville, New York 12186  
United States of America  
Citizenship: USA

UNITED STATES OF AMERICA

STATE OF New York )  
COUNTY OF Albany ) SS:

JOYCE STEVENS  
Notary Public, State of New York  
No. 01HA6082212  
Qualified in Albany County  
Commission Expires Oct. 21, 200 6

Before me, a Notary Public for Albany County, State of New York personally appeared Robert Jason Herr and acknowledged the execution of the foregoing instrument this 8th day of Feb, 20 05.

Joyce Stevens  
Notary Public  
Commission Expires: 10/21/06

**ASSIGNMENT**

**WHEREAS ALBANY MOLECULAR RESEARCH, INC**, 21 Corporate Circle Albany, New York 12203-5154 (**"ALBANY"**) by virtue of an assignment dated February 9, 20 05, between Robert Jason Herr and ALBANY (a copy of which is attached hereto), is a co-owner of the right, title and interest in an invention that is the subject of a patent application (**"Application"**) which is entitled **BICYCLIC DERIVATIVES AS PPAR MODULATORS**, containing one hundred and eighty-eight (188) pages and zero (0) drawings, and which:

☐ is being filed:

☒ was filed:

☐ in the United States Patent and Trademark Office

☐ in the United Kingdom Patent Office

☐ in the European Patent Office

☐ in the Spanish Patent Office as a European Application

☐ as an international application under the Patent Cooperation Treaty (**"PCT"**), with:

☒ United States Patent and Trademark Office acting as Receiving Office, or

☐ International Bureau acting as Receiving Office;

☐

on December 16, 2004, and accorded serial number PCT/US04/39773;

and

**WHEREAS, ELI LILLY AND COMPANY ("ASSIGNEE")**, having a place of business at Lilly Corporate Center, Indianapolis, IN 46285 wishes to acquire the entire right, title and interest in and to all invention disclosed in such Application, and in, to and under any Letters Patent which may be obtained to said invention;

**NOW, THEREFORE**, pursuant to the Research Service Agreement dated January 10, 2000 and the Amendment thereto dated April 28, 2000, by and between ASSIGNEE and ALBANY, (**"Research Agreement"**) or other good and valuable consideration, the receipt of which is hereby acknowledged, ALBANY hereby sells, assigns, transfers and sets over unto ASSIGNEE, its successors and assigns ALBANY's entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection

certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by the ASSIGNEE for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by ALBANY had this Assignment and sale to ASSIGNEE not been made.

ALBANY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any foreign equivalent thereof, to issue any such Letters Patent which may be granted on the Application to ASSIGNEE as assignee of the entire right, title and interest therein and thereto.

For ASSIGNEE and its legal representative, ALBANY covenants and agrees, in accordance with the terms of the Research Agreement between ASSIGNEE and ALBANY, that ALBANY has not granted to any others any license to make, use or sell any of such inventions, that ALBANY's right, title and interest in such inventions has not been encumbered, that ALBANY has good right and title to sell and assign the same, and that ALBANY will not execute any instrument in conflict therewith.

IN WITNESS WHEREOF I have executed this assignment on the 8<sup>th</sup> day of February, 2005.

Harold Meckler  
 Representative for Albany, Molecular,  
 Research, Inc.  
 Title V.P. Science & Technology

UNITED STATES OF AMERICA

STATE OF New York )  
 ) SS:  
 COUNTY OF Albany )

JOYCE STEVENS  
 Notary Public, State of New York  
 No. 01HA6082212  
 Qualified in Albany County  
 Commission Expires Oct. 21, 2006

Before me, a Notary Public for Albany County, State of New York personally appeared Harold Meckler and acknowledged the execution of the foregoing instrument this 8<sup>th</sup> day of Feb, 2005.

Joyce Stevens  
 Notary Public  
 Commission Expires: October 21, 2006

## ASSIGNMENT

**WHEREAS I**, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled **BICYCLIC DERIVATIVES AS PPAR MODULATORS**, containing one hundred and eighty-eight (188) pages and zero (0) drawings, and which:

☒ is being filed:  
☐ was filed:

☐ in the United States Patent and Trademark Office  
☐ in the United Kingdom Patent Office  
☐ in the European Patent Office

☒ as an international application under the Patent Cooperation Treaty ("PCT"), with:

☒ United States Patent and Trademark Office acting as Receiving Office, or  
☐ International Bureau acting as Receiving Office;

on December 16, 2004 and accorded serial number US/04/39773;

and

**WHEREAS ELI LILLY AND COMPANY**, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

**NOW, THEREFORE**, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

January 19, 2005  
Date

Scott Eugene Conner  
**SCOTT EUGENE CONNER**  
8426 Carefree Circle  
Indianapolis, IN 46236  
U.S. Citizenship

UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **SCOTT EUGENE CONNER** and acknowledged the execution of the foregoing instrument this 19th day of January, 2005.

Marie A. Thomas  
Notary Public

Commission Expires:

**Marie A. Thomas, Notary Public**  
**Resident of Marion County**  
**My Commission Expires:**  
**February 10, 2009**

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

Feb 03, 2005  
Date

Nathan Bryan Mantlo  
**NATHAN BRYAN MANTLO**  
7325 East County Road 800 North  
Brownsburg, IN 46112  
U.S. Citizenship

UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **NATHAN BRYAN MANTLO** and acknowledged the execution of the foregoing instrument this 3 day of February, 2005.



April L. Dowden  
Notary Public

APRIL L. DOWDEN, NOTARY PUBLIC  
RESIDENT OF MARION COUNTY  
MY COMMISSION EXPIRES:  
NOVEMBER 2, 2012

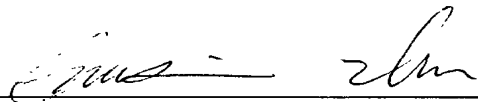
Commission Expires:

November 2, 2012



IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

1-18-2005  
Date


  
**GUOXIN ZHU**  
9972 Parkshore Drive  
Noblesville, IN 46060  
China P.R. Citizenship

UNITED STATES OF AMERICA

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public for Marion County, State of Indiana, personally appeared **GUOXIN ZHU** and acknowledged the execution of the foregoing instrument this 18th day of January, 2005.

Commission Expires:

  
Notary Public  
**Marie A. Thomas, Notary Public**  
**Resident of Marion County**  
**My Commission Expires:**  
**February 10, 2009**